

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

THE AMERICAN AUTOMOBILE
ASSOCIATION, INC.,

Plaintiff,

v.

AAA ACTION AUTO MOVERS and
ANTHONY MALCEIN,

Defendants.

Civil Complaint No. 3:12-cv-00411

CONSENT ORDER OF JUDGMENT

WHEREAS, The American Automobile Association, Inc. ("AAA") has brought an action in this Court against AAA Action Auto Movers and Anthony Malcein (hereinafter, the "Defendants") in which it has alleged that Defendants have knowingly and willfully violated AAA's rights in its famous and distinctive AAA trademarks ("AAA Marks"), in violation of the Federal Trademark Act ("Lanham Act"), 15 U.S.C. §§ 1114, 1125, and Wisconsin state law, by making unauthorized use of the AAA Marks to advertise the AAA Action Auto Movers business owned and operated by Defendants;

WHEREAS, the Court has jurisdiction over this civil action by virtue of 28 U.S.C. §§ 1331, 1338, and 1367;

WHEREAS, AAA and Defendants have entered into a Settlement Agreement to resolve any and all controversies and disputes between them existing as of this date;

WHEREAS, pursuant to that Settlement Agreement, AAA has agreed to dismiss its claims for damages, attorneys' fees, and costs;

WHEREAS, pursuant to that Settlement Agreement, Defendants have agreed and consented to entry by the Court of a permanent injunction restraining them from violating AAA's trademark rights; and

WHEREAS, Defendants waive all defenses or counterclaims which it might otherwise raise at a trial on the merits of AAA's demand for a temporary restraining order, preliminary injunction, permanent injunction, and/or damages.

NOW THEREFORE, Defendants consent and agree that this Court enter a judgment permanently enjoining them from unauthorized use of AAA's trademarks, or of marks confusingly similar to any of them.

The Court does hereby, upon the consent of the parties, declare that a permanent injunction issue herein as follows:

IT IS ORDERED, ADJUDGED, AND DECREED:

1. That Defendants, their agents, attorneys, representatives, employees, and all persons in active concert or participation with them who receive notice hereof, are hereby permanently enjoined from any unauthorized use of AAA's trademarks, or of marks confusingly similar to any of them in association with their business;
2. That each and every claim for damages, penalties, costs, and attorneys' fees by AAA against Defendants, other than the permanent injunction granted herein, is hereby dismissed without prejudice, except for such damages, penalties, costs, and/or attorneys' fees which might result from any violation of this Order; and
3. That this case shall be closed, except that this Court shall retain jurisdiction for the purpose of enforcing the Settlement Agreement and this Consent Order of Judgment.

ENTERED this 30th day of July, 2012

Barbara B. Clegg
United States District Court

BY CONSENT OF PLAINTIFF:

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BY CONSENT OF
DEFENDANTS:

G.P.-MD 7-27-12

Anthony Malcain
in his individual capacity and on
behalf of AAA Action Auto Movers

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Entered this 31st day of July, 2012.

Peter Oppeneer

Peter Oppeneer
Clerk of Court